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(UNIT B)

# AGREEMENT

# BETWEEN

# CITY OF LYNDHURST, OHIO

# AND

# OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

# FULL-TIME DISPATCHERS

Effective January 1, 2012 through December 31, 2014

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## AGREEMENT

This Agreement is entered by and between the City of Lyndhurst, Ohio, an Ohio municipal corporation, hereinafter referred to as "the City," and the Ohio Patrolmen's Benevolent Association, 10147 Royalton Road, Suite J, North Royalton, Ohio, hereinafter referred to as "OPBA."

## ARTICLE I - PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

## ARTICLE II - RECOGNITION

**Section 1**. For the duration of this Agreement, the City recognizes the OPBA as the sole and exclusive collectively bargaining representative of the employees covered by this Agreement.

**Section 2.** The members of the bargaining unit covered by this Agreement are all full-time civilian dispatch employees of the Lyndhurst Police Department required to be in uniform.

**Section 3.** The term "full-time" employee means any bargaining unit employee of the City who is regularly scheduled to work forty (40) hours each week. The term "part-time" employee means any bargaining unit employee of the City who is regularly scheduled to work less than forty (40) hours each week as defined in Codified Ordinance 155.15.

**Section 4.** The category of employees included in the bargaining unit are all full-time Dispatchers.

## ARTICLE III - AGENCY SHOP - DUES DEDUCTION

Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the OPBA, or, as a condition of continued employment, remit to the OPBA a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

The Employer agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The OPBA shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

## ARTICLE IV - NON-DISCRIMINATION

The parties agree that neither the City nor the OPBA shall discriminate against any individual on the basis of his or her membership or participation in OPBA matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, creed, age, sex, or national origin. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

## ARTICLE V - MANAGEMENT RIGHTS

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely and exclusively, all rights, powers, and authority, including the right to determine and to take actions to carry out the mission of the City and its Police Department, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operation. Such exclusive rights include, but are not limited to, the following:

A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;

B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;

C. To determine the size, composition, structure, and adequacy of the work force;

D. To establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;

E. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees;

F. To subcontract work;

G. To allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;

H. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

I. To determine and introduce new and/or improved equipment, methods, and facilities;

J. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;

K. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

## ARTICLE VI - HOURS OF WORK AND OVERTIME

**Section 1.** The basic work schedule for members of the bargaining unit shall consist of forty (40) hours each week.

**Section 2.** The City retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime work must be authorized by the Mayor or his authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such emergency existed and authorization of the overtime work.

**Section 3.** Overtime hours are those hours worked in excess of forty (40) hours each week. Overtime hours shall be compensated consistent with the Fair Labor Standards Act at a rate determined by dividing the employee's annual rate, by 2080 hours, and multiplying by one and one-half (1-1/2), times or, at the option of the employee, and if in the City's discretion scheduling needs so allow, overtime hours may be accumulated and taken in equivalent time off

at the one and one-half (1-1/2) premium rate. All overtime shall be paid for or taken in time off within a single twenty-eight (28) day work period. It is expressly understood that the City's discretion concerning the use of accumulated overtime as paid time off includes, without limitation, the discretion to deny the use of such time whenever it would result in the working of overtime hours by any employee during any work week. Vacation, holidays, and sick leave during any portion of a work period shall be counted for the purposes of determining the existence of any overtime worked during that period. Employees shall be allowed to accumulate compensatory time up to one hundred sixty (160) hours. Employees are required to cash-out all hours in excess of one hundred (100) at the end of the calendar year, but can cash-out more at that time upon request. The compensatory time cash-out shall be paid in a separate check payable in December. In addition, accumulated compensatory time can be cashed out throughout the year.

**Section 4. Call-in Time and Court Time.**

A. When employees are required to report for work as part of their job-related duties during times that are outside of their scheduled work time and that are not contiguous to their scheduled work time, the employees will be paid a minimum of three (3) hours pay or for the actual time spent, whichever is greater, to be computed at the overtime rate of the respective Dispatcher.

B. When employees are required to appear in court as part of their job-related duties during times that are outside of their scheduled work time and that are not contiguous to their scheduled work time, the employee will be paid a minimum of three (3) hours pay or for the actual time spent, whichever is greater.

C. The minimum will be increased to four (4) hours straight time pay when employees are required to appear in the following tribunals in downtown Cleveland, Common Pleas Court, Juvenile Court, and Grand Jury.

## ARTICLE VII - WAGES AND OTHER COMPENSATION

**Section 1. Annual Base Pay.**

The annual base pay for employees covered by this Agreement shall be based on the following hourly rates:

| | Effective 1/1/2012 | Effective 1/1/2013 | Effective 1/1/2014 |
|---|---|---|---|
| Dispatchers | $23.12 | $23.47 | $23.82 |

Newly hired employees covered by this Agreement shall be compensated at a rate of Two Dollars ($2.00) per hour below the top rate of pay for the applicable classification. At the end of six (6) months, the hourly compensation shall be raised by One Dollar ($1.00) per hour and on the anniversary date of hire, the hourly compensation shall be raised to the top adjusted hourly rate for that classification. In addition, each employee who works the scheduled afternoon or midnight shift shall receive, in addition to the employee's base rate, $.25 and $.35 per hour shift differential, respectively, for all hours worked on such shift.

The City also agrees to maintain its current pension pick-up program which reduces the employee's gross pay by the amount of the employee's contribution to the Public Employees Retirement System of Ohio and the City is then responsible for both the City's and the employee's contribution to the retirement fund.

**Section 2. Longevity Compensation.**

After the completion of five (5) full years of continuous service with the City as a regular full-time employees, employees shall be eligible for longevity pay according to the following schedule:

| | |
|---|---|
| At the completion of the fifth through ninth years of continuous service -- | 2% of current annual base pay |
| At the completion of the tenth through fourteenth years of continuous service -- | 3% of current annual base pay |
| At the completion of the fifteenth through nineteenth years of continuous service — | 4%of current annual base pay |
| At the completion of the twentieth year and over of continuous service — | 5% of current annual base pay |

Longevity compensation shall be paid on the second payday of the month of the anniversary date of appointment. In case of death or retirement of an employee, payment of longevity compensation shall be made to the employee or his or her personal representative for the pro-rated portion of his or her service during his or her current anniversary year.

Employees who transfer to another department of the City or who have terminated and returned to service within one (l) year shall be eligible for longevity pay as though there had been no interruption in their service except that credit shall not be given for the period of absence from City employment.

No longevity credit shall be given for seasonal or part-time employment.

**Section 3. Uniform Allowance.**

The City shall provide all employees who are required to wear uniforms with a full complement of uniforms, clothing and equipment that the City requires them to wear or use. In addition, the City will pay for the costs of all cleaning, repairing, the tailoring, or replacing of the

aforesaid items. The Police Chief or an authorized representative will have sole discretion to determine whether an item is tailored, repaired or replaced.

**Section 4.** The City shall provide a group term life insurance policy for each full-time employee in the amount of the employee's base salary.

**Section 5.** Dispatchers who are assigned quasi-supervisory duties to serve as Field Training Officers will be paid a premium of two (2) hours at the overtime rate for each day of training. It is expressly understood that the assignment and designation of a Dispatcher to serve as a Field Training Officer shall be solely within the discretion of the Chief of Police, and the premium shall only be paid during the months of such assignment and designation by the Chief.

**Section 6.** The Dispatcher assigned as the Assistant TAC Officer shall be paid a premium of $50.00 per month while serving in that capacity.

**Section 7.** Any employee who has an Associate's or a Bachelor's Degree will receive a one percent (1%) premium on the employee's base pay. In the reasonable determination of the City, the degree must be from a duly accredited college or university. Such premium shall not be effective until appropriate documentation is furnished to the City.

**Section 8.** Dispatchers who serve as Matrons will be paid a premium of $25.00 per search as that term has historically been used in the Lyndhurst Police Department.

Section 9. The employee in the bargaining unit serving as Union Representative shall receive an extra fifty cents (50¢) per hour while serving in that capacity. The extra rate of pay provided in this paragraph is not applicable during vacation, leaves of absence and holidays.

## ARTICLE VIII - HOSPITALIZATION

**Section 1.** After three (3) months of continuous employment, the City will provide coverage for members of the bargaining unit under a hospital and medical group insurance plan.

**Section 2.** Except as provided in Section 3 below, the City will bear the full cost of health care premiums for the duration of this Agreement.

**Section 3.**

A. Except as provided below, any decision by the City to change carriers or the benefit plan will be discussed with the OPBA before implementation; and, if there is a substantial reduction in the benefit level, there must be a mutual agreement between the OPBA and the City before implementation.

B. It is agreed that the City will maintain the Health Care Task Force comprised of appropriate representatives of the City administration and City employees, including representation from the Dispatcher's bargaining unit. The Task Force will be expected to study the problems of health care and health care cost containment and then formulate recommendations which will be considered by the City.

C. The City and the Health Care Task Force in coordination shall determine annually how to absorb and/or to distribute mutually agreeable shares of any health care cost increases between the City and the employees. The Health Care Task Force will analyze cost containment measures, including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug changes, and changes in providers, and will recommend appropriates measures for implementation. The background for this new agreement for controlling health care costs was the collaboration of the City and the unions through the Health Care Task Force. The parties have now agreed to remove the "cap" language from this contract and the City, the Union, and the Health Care Task Force have agreed to continue to implement, as in the past, cost

containment measures in a manner that is fair and equitable for both the City and its employees. The City and the Union agree to implement any agreements of the Health Care Task Force. If the Health Care Task Force is unable to reach agreement concerning such measures, the City may implement such measures consistent with the terms and spirit of this section, and, if the union disagrees, it may file a grievance and submit the matter to binding arbitration.

D. Notwithstanding the foregoing, the City will bear the full cost of any increase to the City in its cost of health are per eligible employee from calendar year 2012 to calendar year 2013, and from calendar year 2013 to calendar year 2014, up to the cost that it paid per eligible employee for health care in 2011, whether for the same or a different plan. Any cost increases above the amount paid per eligible employee in 2011 will be borne approximately equally by the City and the employees. The manner in which such increases are shared, such as by premium payments or changes in benefit levels, will be determined by the Health Care Task Force as provided in Subsection C above, including the right to submit a grievance over the matter to binding arbitration.

**Section 4.** The current prescription rider shall provide for a Fifteen Dollar ($15.00) deductible for each order of a proprietary or "brand-name" prescription drug and for a Ten Dollar ($10.00) deductible for each order of a generic equivalent drug. Any decision by the City to change carriers or the benefit plan will be discussed with the Union before implementation.

**Section 5.** The City, at no cost to the employees, will continue to maintain the level of benefits provided under the dental plan to all employees for the duration of this Agreement. Any decision by the City to change carriers or the benefit plan will be discussed with the Union before implementation.

## ARTICLE IX - HOLIDAY CREDITS

**Section 1.** Each member of the bargaining unit shall be entitled to thirteen (13) Holiday Credits throughout the year except as follows. New employees shall be entitled to one (1) holiday for each month that they work during their first year of employment, except those employees who were hired in the months of January or February who shall be entitled to all thirteen (13) holidays. Such Holiday Credits, or time off allowed in lieu thereof, shall be fixed and determined by the City consistent with the proper administration of the Department.

**Section 2.** Any employee working on Memorial Day (observed), Independence Day (observed), Labor Day, Thanksgiving Day, Christmas Eve Day, or Christmas Day, shall be compensated at the rate of 1-1/2 times the employee's regular hourly rate of pay in addition to the 13 holiday credits.

## ARTICLE X - VACATIONS

**Section 1.** Each eligible member of the bargaining unit shall be entitled to a vacation with full pay as follows:

| | |
|---|---|
| After one year and through five years of continuous service | 2 weeks each year |
| After five years and through ten years of continuous service | 3 weeks each year |
| After ten years and through fifteen years of continuous service | 4 weeks each year |
| After fifteen years of continuous service | 5 weeks each year |

In addition, for each year of continuous service after twenty (20) years, an employee will receive an additional day of vacation up to five (5) days as shown in the following schedule:

| | |
|---|---|
| Twenty- one years | 1 day |
| Twenty-two years | 2 days |
| Twenty-three years | 3 days |

| | |
|---|---|
| Twenty-four years | 4 days |
| Twenty-five years | 5 days |

**Section 2.** For the purposes of this Article, years of continuous service shall be determined by the most recent date of hire as a regular, full-time employee. Employment by another political subdivision of the State of Ohio shall be included when determining years of continuous service for the purpose of this Article, provided that there is no more than one (1) month between termination from former public employment and appointment in Lyndhurst.

**Section 3.** All vacations shall be taken at such times as approved by the Mayor or his designated representative. During vacations, employees shall receive their current salary or the proportionate amount thereof, if the Mayor or his designated representative schedules such vacations into shorter periods for the convenience of the conduct of City business.

**Section 4.** If an employee is hired after April 1 and prior to October 1 of a calendar year, he or she shall be entitled to two (2) weeks vacation the following calendar year. If an employee is appointed between October 1 and December 31, he or she shall be entitled to one (1) week the following calendar year, but only after completion of at least six (6) months employment. If an employee is appointed between January 1st and April 1st, he or she shall be entitled to one (1) week of vacation in that calendar year, but only after the completion of six (6) months of employment.

**Section 5.** If an employee retires or leaves employment prior to October 1st, there shall be no additional paid vacation time beyond his or her entitlement for that calendar year. If an employee retires or leaves employment between October lst and April 1st, he or she shall be entitled to one-half (½) his or her annual vacation entitlement for the year in which that April 1st

falls. If an employee retires or leaves employment after April 1st, he or she shall be entitled to his or her full annual vacation entitlement for that calendar year.

Following the determination of the first vacation period as set forth above, vacation time shall accrue to each calendar year according to the schedule of Section 1 of this Article. Vacation time shall be taken by an employee during the calendar year in which it occurs and may not be carried forward after December 31. If an employee has not used his or her full vacation allotment during a calendar year, the employee will be paid any unused vacation pay up to, and not in excess of, forty (40) hours' vacation pay.

## ARTICLE XI - SICK LEAVE

**Section 1.** Members of the bargaining unit shall be entitled to sick leave of 4.6 hours for each eighty (80) hours of service or fraction thereof including vacation and holidays, but not to include any overtime hours or hours of paid sick leave. For calendar year 2012 only, sick leave shall accrue during paid sick leave.

**Section 2.** Employees may use sick leave, upon approval of the Mayor or his authorized representative, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees and for illness or death in the employee's immediate family. The Mayor or his authorized representative may require the employee to furnish a satisfactory affidavit or medical report to confirm that his absence was caused by illness due to any of the causes listed in this Section.

**Section 3.** Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employees credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled non-overtime work.

**Section 4.** The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his or her credit upon employment with the City, provided that such employment with the City takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 5.** Sick leave during any portion of a work period shall be counted for the purpose of determining the existence of any overtime worked during that work period.

**Section 6.** Any member of the bargaining unit with ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions shall receive payment, at the time of retirement, for not more than a maximum of three hundred (300) hours unused sick leave time based on a formula of one-fourth (1/4) of the employee's accrued but unused sick leave at the time of retirement, but not to exceed a maximum accrual of twelve hundred (1200) hours. A member of the bargaining unit who has been employed with the City of Lyndhurst for the period of time required shall be paid for accrued but unused sick leave at the time of retirement an amount which shall be the greater of twenty-five percent (25%) or other percentages of unused sick leave set forth in this Section 6 as follows: 15 years, 30%; 20 years, 35%; 25 years, 40%; 30 years, 45%. The accrual of unused sick leave used for this formula shall not exceed a maximum accrual of twelve hundred (1200) hours. In addition to that amount, the City will pay 50% of the accumulated sick leave which exceeds 1200 hours. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time the payment is made. An eligible employee must apply for payment of accumulated sick leave from his appointing authority within one hundred twenty (120) days after eligibility.

In the case of death of an employee while on the City payroll, if the employee had ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions, accumulated sick leave shall be paid to his or her personal representative, designated by the employee, under the same terms and in the same manner as provided upon retirement above.

**Section 7.** In December of each year, for any employee (a) who has accumulated more than 960 hours of sick leave and (b) has used less than five (5) sick days during the preceding twelve-month period from the second pay period of December of the previous year through the first pay period of December of the current year, the City will, at the employee's option, buy back up to five (5) sick days so that the total of sick days used or paid for that period totals to five (5). In other words, the following schedule will apply for such employees:

| Sick Days Used Dec. 1 to Nov. 30 | Sick Days City Will Buy |
|---|---|
| 0 | 5 |
| 1 | 4 |
| 2 | 3 |
| 3 | 2 |
| 4 | 1 |
| 5 or more | 0 |

(The City will not buy back any sick days if the employee has used five (5) or more sick days during the one-year period). For any days paid under this program, that amount of sick leave will be treated as used and will not be credited to the employees accumulated sick leave.

## ARTICLE XII - EMERGENCY PAID LEAVE

**Section 1.** The Mayor or his authorized representative may allow an employee paid time off work, not to exceed four (4) eight (8) hour days because of the death of the employee's mother, father, sister, brother, spouse or child. The Mayor or his authorized representative may

allow an employee paid time off from work not to exceed three (3) eight (8) hour days because of the death of the employee's grandparent, grandchild, step-parents, brother-in-law, sister-in-law, father-in-law, mother-in-law and step-children. In the event of the death of other relatives in the employee's family, the Mayor or his authorized representative may, within the above limitation, allow such time off as deemed necessary depending on the circumstances of each situation.

**Section 2.** The use of emergency leave is a privilege which must be specifically requested by the employee of the Chief of Police and granted by the mayor or his authorized representative and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor or his authorized representative. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credit.

## ARTICLE XIII - ON-THE-JOB INJURY LEAVE

**Section 1.** When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of bona fide City work, as determined by the City, so as to be physically unfit for duty, the employee shall be granted a special leave of absence with pay by the City beginning with the first working day of such disability. In order to be eligible for the special on-the-job injury leave as provided in this Article, the employees disability must be evidenced by a certificate of a physician designated by the City to examine the employee.

Special on-the-job injury leave shall not be granted to employees who incur injuries of a routine nature.

**Section 2.** Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

A. On the day a ruling is made of permanent and total disability or temporary and total disability.

B. When the employee is released by his or her physician to return to work.

C. At such time that the employee is declared capable of performing his or her normal duties by a physician appointed by the City.

D. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate.

E. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties. Such limited assignments shall not further extend the ninety (90) days maximum injury leave.

## ARTICLE XIV - HIGH RISK INJURIES APPLICABLE TO MATRON DUTY ONLY

**Section 1.** Whenever a full-time employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth work day taken for sick leave during such total

disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period. "High risk" sick leave shall not be deducted from the employees' accumulated sick leave account.

**Section 2.** "Total disability" shall mean the physical ability of an employee to perform regularly assigned duties and/or light duty assignment at the station and/or otherwise engage in any other gainful employment.

**Section 3.** In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief, and approved by the Safety Director and the Mayor:

A. The injuries are the direct result of matron duty.

B. The event herein described must be duly logged and a written report submitted to the Chief's office during the shift and signed by the officer in charge.

C. Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or City physician establishing the cause, nature, and extent of injuries, the likelihood of the term of disability, and the medical probability of full recovery and return to work.

D. The employee shall have applied for and have been found eligible to receive coverage under Workers Compensation of Ohio and the employee signs a waiver and assignment to the employer for amounts payable under such Workers Compensation for temporary disability benefits, and for any other employer paid insurance benefits.

## ARTICLE XV - JURY DUTY COMPENSATION

An employee serving on jury duty shall be compensated for the difference between his or her regular pay and jury duty pay for absences from scheduled working hours necessarily caused

by the jury duty. To receive such compensation, the employee must present the Mayor or his authorized representative with an official voucher showing the amount of jury duty pay received. Employees shall not be compensated by the City for Grand Jury service.

## ARTICLE XVI - TUITION REIMBURSEMENT

The City will provide tuition reimbursement for college accredited courses, including graduate level courses, taken by employees covered under this Agreement, provided that the following conditions shall apply:

A. The tuition for two (2) courses per quarter or semester (i.e. , two (2) courses at a time), up to six (6) courses per year. The amount of tuition to be paid by the City shall be limited to the amount of the then current per-credit hour cost charged by Cleveland State University.

B. As determined within the reasonable discretion of the City, the course must be directly related to police dispatching, police secretarial work, or animal warden activities (depending upon the job then held by the employee involved) or must be a specifically required core course of a degree program directly related to such activities in which the employee is enrolled.

C. The employee must obtain the City's approval of the course prior to the employee's enrollment. The City will respond within two (2) weeks of receipt by the Chief of Police of a written request for approval describing the course to be taken.

D. A grade of "C" or better must be obtained. For core courses needed for a degree which are taken on a "pass/fail" basis, a "pass" must be obtained.

E. Adequate documentation must be provided to the City by the employee.

## ARTICLE XVII - SENIORITY

**Section 1.** Seniority for a regular full-time employee shall be that employee's length of continuous service as a full-time employee of the City. For the purpose of calculating length of service as a full-time employee, the date of an employees service shall be counted from his or her most recent date of appointment as a regular full-time employee. An employee shall have no seniority during his or her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of appointment.

**Section 2.** Seniority shall be broken and terminated when an employee:

A. Quits or resigns;

B. Is discharged;

C. Is laid off more than twelve (12) months;

D. Is absent without notice for three (3) consecutive work days; or

E. Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice to report to work (to the employee's last known address as shown on the City's records).

**Section 3.** All newly hired employees shall be considered to be on probation for a period of ninety (90) days from the date of appointment. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. The discharge or retention of a probationary employee shall be at the sole discretion of the City. If an employee's seniority is broken or terminated and then is later rehired, he or she shall be considered to be a new employee and subject to the provisions of this Section.

**Section 4. Layoff/Recalls.**

In the event that the City decides to layoff members of the bargaining unit, the layoff will be occasioned on the basis of seniority, with the least senior employee laid off first. Upon recall, said recall will be occasioned on the basis of inverse seniority. Should the City choose to layoff by eliminating a particular position within the department, then that employee may exercise (within a particular rank) his or her seniority so as to cause the least senior employee within that same rank to bump down into the next lower rank until the least senior bargaining unit employee within the bargaining unit is laid off. Reinstatement of a position and employee recall shall be on the basis of inverse seniority. The City will recall a laid off person to fill manpower shortages regardless of duration without subcontracting police service.

**Section 5. Discipline and Discharge.**

Employees may not be disciplined or discharged without just cause.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

**Section 1.** It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees, the OPBA and the City. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the department. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

**Section 2.** A grievance is any dispute or difference between the City and the OPBA, or between the City and an employee, which concerns the interpretation and/or application of and/or compliance with any provisions of this Agreement including all disciplinary actions.

**Section 3.** The following procedure shall apply to all grievances arising under this Agreement.

**Step 1**

An employee who has a grievance should meet with his immediate supervisor to attempt to resolve the grievance on an informal basis.

**Step 2**

If the matter is not resolved in the informal manner described in Step 1, a written grievance must be filed with the Chief of Police or his designated representative within seven (7) days of the alleged violation of this Agreement. Within seven (7) days after the filing of the grievance, a meeting will be held among the appropriate representative of the City, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by OPBA), a representative of the OPBA. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

**Step 3**

If the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the OPBA, not later than thirty (30) days after the City's Step 2 answer was issued. Should the OPBA decide to process the grievance further, the Union may file, within thirty (30) days after the City's Step 2 answer was issued, an appeal with the Mayor or his designated representative. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Mayor or his designated representative shall reply in writing within ten (10) days from the receipt of that appeal.

**Arbitration**

If the grievance is not satisfactorily settled at Step 3, the OPBA may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within ten (10) days after Step 3 answer was issued. If the City and the OPBA cannot agree upon an impartial arbitrator, the Union may request a panel of arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and an arbitrator will be chosen in accordance with the FMCS' then applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the FMCS shall be borne equally by the parties.

## ARTICLE XIX - LABOR-MANAGEMENT COMMITTEE

**Section 1.** A Labor-Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a better means of communication and understanding between the Union and the City. The Committee will consist of no more than two (2) representatives of OPBA and two (2) representatives of the City. OPBA will notify the Chief of Police as to the identity of the OPBA representative. The Committee shall be advisory in nature only.

**Section 2.** Meetings will be held at a mutually agreeable time and place on a quarterly basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern. At least one (1) week prior to a meeting, each party may submit in writing specific discussion items. Individual grievances will not be a subject matter for discussion at these meetings.

## ARTICLE XX - NO STRIKE/NO LOCKOUT

**Section 1.** The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the City.

**Section 2.** The OPBA shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the OPBA shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference of any operations of the City is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

**Section 3.** The City shall not lock out employees for the duration of this Agreement.

## ARTICLE XXI - CONFLICT AND AMENDMENT

**Section 1.**

A. Should any provision of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

B. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

**Section 2.** This Agreement may not be amended during its term except by mutual agreement, in writing.

## ARTICLE XXII - UNION LEAVE

**Section 1.** The City agrees to allow paid time off to the OPBA Director and/or his designate to attend to OPBA matters. Such time off shall not exceed ninety-six (96) hours per year, and shall be taken at times mutually agreed by OPBA and the City.

## ARTICLE XXIII - PERSONNEL FILES AND POLICY

**Section 1.** Understanding that in the administration of the Police Department the City maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. Such general review of the files shall be only during the months of January and July. In addition, an employee may inspect his or her file once in direct response to a pending grievance or official matter.

**Section 2.** Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

**Section 3.** When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

**Section 4.** Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee.

## ARTICLE XXIV - BULLETIN BOARD

(This Article is not applicable to part-time employees)

The City shall furnish one (1) bulletin board to be used by the members of the OPBA. Such bulletin board shall be used only for posting notices bearing the written approval of the OPBA, and shall be solely for OPBA business and recreational and social activities of the OPBA. There shall be no notices or other writing posted which contain anything political, controversial, or critical of the City or any other institution or any employee or other persons.

## ARTICLE XXV - EMPLOYEE RIGHTS

**Section 1.** The City shall conduct all internal affairs investigations, including but not limited to investigations of Citizen's Complaints in conformance with Lyndhurst Police Department General Order Number 1-12.

**Section 2.** All employees who are interviewed as part of an official administrative investigation shall be provided all the information and granted all the rights contained in the Police Department's current "Notification of Internal Proceeding Departmental Investigation."

## ARTICLE XXVI - DURATION

This Agreement shall become effective on January 1, 2012 and shall remain in full force and effect until December 31, 2014, and thereafter from year to year unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code. If such notice is given, and provided that the Union maintains its status as the exclusive bargaining representative of the members of the bargaining

unit, this Agreement shall remain in full force and effect as negotiations, mediation or arbitration as long as the parties are engaged in arbitration as provided in Section 4117.14 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26 day of November, 2012.

FOR THE CITY OF LYNDHURST

Joseph M. Lucci, Jr.
Mayor

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Randy Weltman
Unit Member

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